

SUBSTITUTE NO. 1 TO ORDINANCE NO. 13-043

AN ORDINANCE TO APPROVE AND AUTHORIZE THE PUBLIC ACCESS AND LEASED ACCESS MANAGEMENT AGREEMENT BETWEEN THE CITY OF WILMINGTON AND LEASED ACCESS PRESERVATION ASSOCIATION.

**Rev.#1
#3886**

Sponsors:

**Council
President
Gregory**

**Council
Members
M. Brown
Dorsey Walker**

WHEREAS, pursuant to Sections 2-308 and Section 8-200 of the City of Wilmington Charter (the "Charter"), the City of Wilmington (the "City") is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City of Wilmington Council ("Council") by ordinance; and

WHEREAS, the City and Comcast of New Castle County, LLC ("Comcast") entered into that certain Cable Franchise Agreement dated November 19, 2012 (the "Franchise Agreement"), which granted Comcast a non-exclusive franchise for the construction, reconstruction, operation and maintenance of a cable system within the City; and

WHEREAS, Section 8 of the Franchise Agreement provides that the City and Comcast will select a third-party operator to (i) program and operate the Access Channel and (ii) operate and manage the Studio associated therewith; and

WHEREAS, the City initiated a request for proposal ("RFP") process to select the third-party operator and the Leased Access Preservation Association ("LAPA") has been selected by the RFP process to manage the Access Channel and Studio; and

WHEREAS, the City desires to enter into a certain Public Access and Leased Access Management Agreement (the "Agreement") with LAPA which provides LAPA with a three year period to operate said Access Channel and manage said Studio, a copy of the Agreement being attached hereto as Exhibit "A."

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Public Access and Leased Access Management Agreement between the City of Wilmington and Leased Access Preservation Association, a copy of which is attached hereto as Exhibit "A," is hereby approved.

SECTION 2. The appropriate officers of the City are hereby authorized and directed to take all such action, execute, deliver, file and record all such documents, publish all notices and otherwise carry out the intent of the Public Access and Leased Access Management Agreement and this Ordinance in the name of and on behalf of the City.

SECTION 3. This substitute ordinance shall be deemed effective upon its date of passage by City Council and approval of the Mayor.

First Reading.November 21, 2013
Second Reading. . . November 21, 2013
Third Reading. .December 12, 2013

Passed by City Council,



President of City Council

ATTEST: 

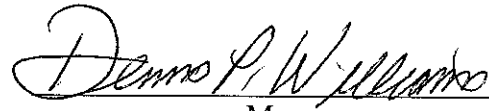
City Clerk

Approved as to form this
9th day of December, 2013



Assistant City Solicitor

Approved this 17th day of December, 2013


Mayor

SYNOPSIS: This substitute ordinance authorizes the City to enter into a Public Access and Leased Access Management Agreement with LAPA which provides LAPA with a three year contract to construct, maintain, produce and operate the Studio and Access Channel made available by Comcast of New Castle County.

PUBLIC ACCESS AND LEASED ACCESS MANAGEMENT AGREEMENT

THIS PUBLIC ACCESS AND LEASED ACCESS MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 201__ (the "Effective Date"), by and between the LEASED ACCESS PRESERVATION ASSOCIATION, a Delaware nonprofit corporation ("Manager"), and the CITY OF WILMINGTON, a Delaware municipal corporation ("City").

WITNESSETH:

WHEREAS, the City and Comcast of New Castle County, LLC ("Comcast") entered into that certain Cable Franchise Agreement dated November 19, 2012 (the "Franchise Agreement"), which granted Comcast a non-exclusive franchise for the construction, reconstruction, operation and maintenance of a cable system within the City;

WHEREAS, Section 8 of the Franchise Agreement provides that the City and Comcast will select a third-party operator to (i) program and operate the Access Channel (as defined in Section 1 below) and (ii) operate and manage the Studio (as defined in Section 1 below);

WHEREAS, the City initiated a request for proposal ("RFP") process to select the third-party operator; and

WHEREAS, Manager has been selected by the RFP process to manage the Access Channel and Studio on the terms set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

For the purpose of this Agreement, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. Access Channel: A video channel which Comcast makes available pursuant to the Franchise Agreement with the City for the purpose of transmitting Public Access and Leased Access programming.
2. Comcast Management Agreement: The Agreement between Manager and Comcast dated on or about the date hereof, a copy of which is attached hereto as Exhibit "A", which designates Manager as the operator and manager of Leased Access on the Access Channel.

3. Equipment: The studio and production equipment (a) located at the Studio that was recently donated to the City by Comcast, which is listed on Exhibit "B" attached hereto, (b) purchased in the future by the City, Manager or Comcast for use with respect to the Studio or Access Channel, or (c) donated to the City or Manager for use with respect to the Studio or Access Channel.
4. Leased Access: The ability of a Wilmington area programmer to make content available on the Access Channel for a fee, typically based on the amount of airtime the programmer wishes to purchase. As used in this Agreement, Leased Access is limited to those programmers located in New Castle County and the City of Wilmington and shall not apply to programmers outside the City or New Castle County.
5. Origination Capacity: An activated connection to an upstream channel allowing the Manager to send programming to be displayed on the Access Channel to Comcast's headend facility.
6. Public Access: The ability of any Wilmington resident or any persons affiliated with a Wilmington institution to use the designated facilities, equipment and channel, subject to the conditions and procedures established for such use.
7. Studio: The production studio for the Access Channel, which shall be located at 2801 Lancaster Avenue, Wilmington, Delaware, or such other location selected by manager and approved by the City.
8. Studio Lease Agreement: The Lease Agreement between _____, as landlord, and Manager, as tenant, dated _____, 201____, a copy of which is attached hereto as Exhibit "C".

SECTION 2. TERM

Unless sooner terminated in accordance with this Agreement, this Agreement shall have an initial term of three (3) years beginning on April 1, 2014 and ending on March 31, 2017. The City, in its sole discretion, shall have the option to extend the term of this Agreement for two additional one-year periods, ending on March 31, 2018 and March 31, 2019 respectively; provided, that, Manager and Comcast agree to extend the term of the Comcast Management Agreement for the same additional period. This Agreement confers no permanent rights upon Manager nor guarantees any right to have this Agreement extended upon the end of any such term as set forth herein.

SECTION 3. DESIGNATION

Subject to the terms of this Agreement, the City hereby designates Manager as the entity designated to operate and manage (a) Public Access on the Access Channel and (b) the Studio. Pursuant to the terms of the Comcast Management Agreement, Comcast has designated Manager as the entity designated to operate and manage Leased Access on the Access Channel. Manager shall at all times be an independent contractor of the City and Comcast and shall not

represent itself as representing, speaking for, or otherwise acting on behalf of the City and/or Comcast.

SECTION 4. PERIODIC REPORTING

(1) On an annual basis and no later than the last day of March or within ninety (90) days of the end of its fiscal year, Manager shall provide a written report to the City and Comcast (the "Annual Access Report"), which report shall include the following:

- (a) A certificate of good standing for Manager issued by the State of Delaware no more than thirty (30) days prior to the date of the Annual Access Report;
- (b) Year-end financial statements of Manager for the previous year, audited by an independent certified public accountant licensed in the State of Delaware;
- (c) The previous year's budget and actual expenditures summaries;
- (d) The upcoming year's budget;
- (e) A three year capital budget plan for the Studio and Equipment;
- (f) The hours of programming cablecast on the Access Channel in the prior year (excluding repeat programming);
- (g) Notable events, actions and programs in the prior year with respect to Manager, Studio and the Access Channel;
- (h) Training classes for the Studio and Equipment offered and attendance thereto;
- (i) Manager policies and procedures for programmers, with any changes thereto from the previous year highlighted;
- (j) An updated business plan if the business plan has been amended since the prior version submitted to the City and Comcast; and
- (k) Any other documentation and/or items mutually agreed upon by the parties hereto and as may be reasonably requested by the City or Comcast.

(2) Following the submission of the Annual Access Report, Manager shall meet with the City and Comcast or their designee(s), for the purpose of reviewing Manager's operations, budget, programming and items contained in the report.

(3) In addition to the Annual Access Report, Manager shall provide the following information to the City on or prior to the twentieth (20th) day of each calendar month:

- (a) The programming schedule for the previous calendar month with the name of the program and programmer indicated for each programming block;

(b) Manager's financial statements (including balance sheet and cash flow statements) for the previous calendar month; and

(c) Meeting minutes for all regular meetings of Manager's Board of Directors.

(4) Manager shall provide the City with such other reports and information as the City may request pertaining to the Access Channel, Equipment, Studio and the Studio Lease Agreement.

(5) Within ten (10) days of filing, Manager shall provide a copy to the City of all amendments or modification to the organizational documents of Manager and any filings submitted to the State and federal government, including, but not limited to, instruments of restatement of articles of incorporation, by-laws, dissolution, and any other corporate filings.

(6) Manager shall cooperate fully and in good faith in answering questions from the City or Comcast regarding reporting required under this section. In addition, Manager shall provide such information as is reasonably requested by the City prior to such meeting.

SECTION 5. MANAGER OBLIGATIONS

Manager shall provide Public Access and Leased Access programming and services as follows:

(1) Schedule, operate and program the Access Channel provided by Comcast in accordance with Section 6 below;

(2) Solicit, manage and collect funding for the Studio and Access Channel;

(3) Purchase and/or lease equipment in accordance with the Equipment Budget (as defined in Section 9 below);

(4) Operate and maintain the Studio for Public Access and/or Leased Access users;

(5) Conduct periodic training programs for Wilmington residents and members of Wilmington-based organizations in the skills necessary to produce Access Channel programming;

(6) Provide non-discriminatory access to production and post-production equipment and facilities, and technical assistance, to Access Channel users, in accordance with Manager's policies and procedures;

(7) Establish rules, procedures and guidelines for the use of the Studio, Equipment and channel time;

(8) Engage in publicity, fund-raising, outreach, referral and other activities to support operations; and

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the Access Channel, Studio and Equipment as Manager may consider appropriate and necessary.

SECTION 6. ACCESS CHANNEL

(1) Manager shall have the responsibility for managing, scheduling, operating and programming the Access Channel in a non-discriminatory manner. The City and Comcast shall have no editorial control over the programming carried on the channel except that Comcast may refuse to transmit any program or portion of a program which contains obscenity, indecency, or nudity.

(2) Manager shall provide a programming schedule for the Access Channel to Comcast as required by the Comcast Management Agreement and to the City on a monthly basis.

(3) As the designated manager of the Access Channel, Manager shall set the policy and pricing for Public Access and Leased Access in compliance with all applicable laws and regulations.

(4) Manager shall comply with (a) the Comcast Management Agreement, (b) the Studio Lease Agreement and (c) the Leased Access Guidelines attached hereto as Exhibit "F", as such guidelines are supplemented, revised or updated by the Manager.

(5) In programming the Access Channel, the Manager shall comply with all federal and state laws and regulations at all times during the term of this Agreement. Comcast will notify Manager on an annual basis of the maximum permitted leased access rate and any other changes in applicable Leased Access regulations. Manager shall have a concurrent responsibility to learn and comply with applicable Leased Access regulations for all Leased Access programming.

(6) As required by Section 8.C. of the Franchise Agreement, Manager shall allow the existing leased access programmers of the Access Channel to maintain their existing time slots, which are listed on Exhibit "D" attached hereto, so long as such programmers stay current on their required payments to Manager and otherwise comply with the rules and procedures adopted by Manager for the use of the Studio and Access Channel. In the event that any existing leased access programmer fails to make a required payment to the Manager on or prior to the due date for such payment or otherwise fails to comply with the rules and procedures adopted by Manager with respect to the use of the Studio and Access Channel (a "Defaulting Programmer"), then thereafter, Manager shall have no further obligation to reserve any time slot for such Defaulting Programmer, and Manager may offer any time slot designated for such Defaulting Programmer on Exhibit "D" hereto to another individual or group in accordance with Manager's standard terms and conditions for Leased Access airtime. Even if a Defaulting Programmer cures its default with respect to its obligations owed to Manager, the Manager shall have no obligation following such cure to restore the Defaulting Programmer's previously designated time slot(s).

(7) The Wilmington Cable, Video and Telecommunications Commission (hereinafter "Commission") shall be the entity to hear and resolve all conflicts and disputes that may arise between the Manager and Leased Access clients or between the Manager and the community (or

others) with respect to the Access Channel or Studio. The Commission shall have the authority to promulgate rules and regulations regarding hearing and resolving all such conflicts and disputes. A dispute shall be submitted to the Commission by the filing of a petition within thirty (30) calendar days of the occurrence constituting the conflict and/or dispute in question on a form provided by the Commission. The petition must be completed and submitted via e-mail, hand delivery or U.S. mail. If mailed, the petition must be received on or before the 30th calendar day of the occurrence constituting the conflict and/or dispute. Petitions shall be decided by the Commission after a hearing, unless the matter is settled, or the parties otherwise agree in writing that a hearing is not necessary. All decisions of the Commission are final and binding, and shall not be subject to any administrative appeal or further review of any kind. All such decisions shall be in writing and duly recorded in a permanent record. A request for reconsideration by the Commission may be made by any person or entity that was a party to the initial complaint, provided that such request is duly submitted on the form provided by the Commission. Any submission for reconsideration shall be submitted by email, hand delivery or US mail within ten (10) calendar days of the written decision.

SECTION 7. ACCESS STUDIO

(1) During the term of this Agreement, Manager shall manage and operate the Studio in accordance with the requirements of this Agreement and the terms of the Studio Lease Agreement. Manager is solely responsible for the payment of any and all costs relating to the Studio and the Studio Lease Agreement, including but not limited to, any required rent, security deposit, common area maintenance charge, licensing fee, real estate tax, utility charge, stormwater fee, fine or assessment.

(2) Manager shall not relocate the Studio or undertake any activity that could result in a termination of the Studio Lease Agreement without the express written consent of Comcast and the City. Any change in the location of the Studio shall not impose any additional financial obligations upon the City and Comcast.

(3) In order to assist Manager with meeting its financial obligations under the Studio Lease Agreement and provided that Manager is not in default of its obligations under this Agreement, the City shall provide the Manager with a monthly grant equal to the lesser of (a) the monthly basic rent (excluding any additional rent or common area maintenance charges that may be imposed by the landlord under the Studio Lease Agreement) payable under the Studio Lease Agreement during the next calendar month or (b) \$5,000.00 (the "City Rent Support"). The parties hereby acknowledge that the City Rent Support is being funded by the capital support that Comcast is providing to the City pursuant to Section 8.E. of the Franchise Agreement (the "Comcast Rent Support"), and the City shall have no obligation to fund or provide the City Rent Support to Manager in the event that Comcast fails to provide the Comcast Rent Support to the City. The City Rent Support shall only be used by Manager to pay the monthly basic rent due under the Studio Lease Agreement and shall not be used by Manager for any other cost or expense. In order to receive a disbursement of the City Rent Support, Manager shall submit an invoice on the Manager's letterhead requesting a disbursement of the City Rent Support (a "Disbursement Request") that shall be used to pay the monthly basic rent due during the next calendar month. Each Disbursement Request shall include proof of payment of the rent under the Studio Lease Agreement for the then current month (and any prior months to the extent that

Manager has not previously submitted proof of payment as part of a previous Disbursement Request); provided, however, that no proof of payment shall be required for the disbursement of the initial City Rent Support with respect to the April 2014 monthly basic rent due under the Studio Lease Agreement. All Disbursement Requests shall be submitted to the City by the tenth (10th) day of each calendar month commencing on March 10, 2014 and ending upon the termination or expiration of this Agreement. If any Disbursement Request is submitted after the tenth (10th) day of the applicable calendar month or such Disbursement Request is otherwise incomplete, the City may, in its sole discretion, elect to withhold or delay the payment of the City Rent Support to Manager.

SECTION 8. REVENUES AND FINANCIAL SUPPORT

(1) In order to fund its annual operations and subject to the requirements of the Comcast Management Agreement, Manager shall have the right to retain all revenues earned from its Public Access and Leased Access activities and the use of the Studio and the Equipment. Comcast shall provide Manager with the "maximum permitted leased access rate" allowed under applicable law and Manager shall not exceed such maximum permitted rate for Leased Access programming.

(2) Except with respect to the City's obligation to provide the City Rent Support and Comcast Equipment Grant in accordance with the terms of this Agreement, the City shall have no further obligation to provide any form of financial support to Manager with respect to the operation of the Studio or the Access Channel. In the event of a shortfall in Manager's revenues earned from its activities hereunder, Manager shall not make any request of the City for additional financial support and shall look solely to other third parties for grants or other sources of revenue to support its operations. If Manager shall make any request of the City for additional financial support, then such request shall constitute a default under this Agreement and the City shall have all remedies provided to the City by Section 14 of this Agreement.

SECTION 9. EQUIPMENT

(1) The Equipment shall be leased to Manager by the City in accordance with the terms and conditions of that certain Equipment Lease Agreement attached hereto as Exhibit "E".

(2) During the term of this Agreement, Manager shall maintain the Equipment in good repair, condition and working order. Manager, at its sole cost and expense, shall make all necessary repairs to the Equipment and shall replace any defective, worn or malfunctioning parts with components that are reasonable and compatible to the original components in the Equipment. In order to facilitate the care and maintenance of the Equipment during the term of this Agreement, Manager, at its sole cost and expense, shall either (a) enter into and maintain a maintenance and service contract (the "Maintenance Contract") that provides for the inspection, care and maintenance of the Equipment by a qualified service provider approved by the City (the "Maintenance Contractor") or (b) hire a qualified television studio engineer ("Studio Engineer") as an employee of Manager that shall regularly inspect, care and maintain the Equipment. Prior to hiring a Studio Engineer, Manager shall provide the City with a copy of the Studio Engineer's resume and credentials and shall consider in good faith any concerns expressed by the City with respect to the resume or credentials of the proposed candidate for the Studio Engineer position.

The Manager shall not terminate any Maintenance Contract without first obtaining the prior written consent of the City. If Manager engages a Maintenance Contractor, Manager shall provide the City with copies of any and all notices, reports and service call summaries prepared by the Maintenance Contractor within five (5) business days of Manager's receipt of such notices, reports and summaries. If Manager engages a Studio Engineer, Manager shall submit on a monthly basis a work log and staff report prepared by the Studio Engineer that details the inspections and maintenance performed by the Studio Engineer during the previous calendar month.

(3) The City shall have the right to inspect the Equipment at any time during normal business hours for the City.

(4) As set forth in Section 8.B. of the Franchise Agreement, Comcast shall provide the City with a one-time capital grant of \$400,000 to upgrade and improve the Equipment ("Comcast Equipment Grant"). Manager shall submit to the City a capital equipment budget ("Initial Equipment Budget") that sets forth a list of proposed equipment upgrades and cost estimates for such upgrades in an amount that shall not exceed the Comcast Equipment Grant. The City and Manager shall meet to discuss the type, timing and proposed amount of the proposed equipment upgrades set forth in the Equipment Budget, and Manager shall make any revisions to the Equipment Budget reasonably requested by the City (the revised Initial Equipment Budget being hereinafter referred to as the "Equipment Budget"). Notwithstanding anything to the contrary herein, the City shall have no obligation to fund or provide the Comcast Equipment Grant to Manager in the event that Comcast fails to provide the Comcast Equipment Grant to the City. In order to receive a disbursement of the Comcast Equipment Grant from the City, Manager shall submit to the City an invoice on the Manager's letterhead requesting a disbursement of the Comcast Equipment Grant and such other supporting documentation that the City may reasonable request with respect to the requested disbursement amount.

SECTION 10. OWNERSHIP AND CONTROL

(1) To secure all of its obligations under this Agreement, the Manager hereby grants to the City a security interest in all of the assets and interests owned or hereafter acquired by the Manager, and the proceeds thereof, including but not limited to, Equipment, deposit accounts and inventory, and all equipment and fixtures. The Manager agrees to take all steps reasonably requested by the City to perfect and enforce the City's security interest, including the execution and processing of financing statements and continuation statements under the Delaware Uniform Commercial Code. The Manager shall also notify any institution with which it now or hereafter maintains any deposit account of the existence of the City's security interest in the account.

(2) All such assets and interests shall at times remain under the control of the Manager. The Manager shall have the right to determine appropriate rules, procedures guidelines for the use of the Studio and Equipment and to amend such rules, procedures and guidelines from time to time; provided, however, that the Manager shall provide the City with a copy of such rules, procedures and guidelines and any amendments thereto. In the event of dissolution of the Manager, all of such assets and interests referenced in paragraph (a) above shall become the property of the City and/or its designee.

(3) Upon the written request of Manager, and if judged to be reasonable and appropriate by the City, the City may agree to subordinate the City's interest to finance the purchase of equipment or property. Such subordination shall only be with respect to the specific equipment or property that Manager might wish to finance.

SECTION 11. INDEMNIFICATION

Manager shall itself, at its sole cost and expense, and in its rules for use of the Studio and/or Access Channel, require every user of the Studio, Access Channel or Equipment to, indemnify and hold harmless the City, Comcast, their affiliates, officials, boards and employees against any and all claims arising out of any use of the Studio, Access Channel or Equipment and/or due to any programming cablecast over the Access Channel including, but not limited to personal injury, libel, slander, invasion of privacy or publicity rights, non-compliance with applicable rules, regulations and/or laws and/or authorized use of copyrighted materials. This Section 11 shall survive the termination of this Agreement.

SECTION 12. INSURANCE

(a) Manager, at Manager's sole expense, shall obtain and keep in force throughout the term of this Agreement, with a reputable insurance company having an AM Best rating of A-, VII or better, and authorized to do business in the State of Delaware, insurances with coverages and limits as follows:

(1) A policy (or policies) of Workers' Compensation insurance covering Manager's employees in accordance with statutory requirements of the State of Delaware. Each such policy shall be on a form approved for use in the State of Delaware and shall provide, at a minimum, statutory Workers' Compensation coverage, and Employer's Liability at limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$300,000 policy limit for Bodily Injury by Disease, and \$100,000 each employee for Bodily Injury by Disease.

(2) Commercial General Liability Insurance on current standard forms with limits of liability for such insurance to be no less than \$1,000,000 per occurrence for bodily injury, property damage and contractual liability of Manager, and \$2,000,000 in the aggregate.

(3) Media Perils Liability Insurance (Broadcasters' Liability/Errors and Omissions) to cover Manager's and its lessee's or sublessee's media activities as described in this Agreement, including but not limited to, production of programming and all programming cablecast under the terms of this Agreement (including but not limited to original programming, marketing activities, sales promotions, and other activities). Such insurance shall cover, at a minimum, the "offenses" of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

(4) an all-risk business property insurance policy for the Equipment with coverage for the full replacement cost of the Equipment and with a policy limit of at least the full replacement value for the Equipment.

(b) The policies of insurance described in Section 12(a) above shall name the City and Comcast as additional insured parties. It is also understood and agreed that upon issuance of such insurance policy, a complete certified copy shall be given to the City and Comcast for their review and records. No insurance certificates shall be cancelled without a minimum of thirty (30) days prior written notice to the City and Comcast.

SECTION 13. ASSIGNMENT

Manager shall have no right whatsoever to assign or sublet its rights under this Agreement without the prior written consent of the City and Comcast.

SECTION 14. TERMINATION; DISSOLUTION OF THE MANGER; SURVIVAL

(a) In the event of a default by Manager under this Agreement, the City shall have the right to pursue all damages and/or remedies available to the City at law or in equity, including, but not limited to, terminating this Agreement; provided, the City shall have given Manager (i) written notice of the default and (ii) thirty (30) days from the date of such written notice to cure any such default. Notwithstanding the foregoing, the City may immediately terminate this Agreement without providing any cure period to Manager in the event that Manager shall request any additional financial support from the City or if Manager engages in any criminal activity or malfeasance, misfeasance or misappropriation or misuse of funds.

(b) The result of any termination of this Agreement by the City shall be that:

(1) Manager shall no longer be the designated operator of the Access Channel and the Studio;

(2) if requested by the City, Manager shall assign its interest in the Studio Lease Agreement and Equipment (if any) to the City or its designee; and

(3) if requested by the City, the City may remove the Equipment from the Studio or may require that Manager deliver, at Manager's sole cost and expense, the Equipment to a location designated by the City within the City limits.

(c) In the event that Manager is dissolved during the term of this Agreement, or the City or Comcast terminates this Agreement with Manager pursuant to the paragraphs above, the City and Comcast shall have the absolute right to designate another entity, including the City or Comcast itself, to provide Access Channel programming in the City. Any such successor organization shall then assume all of the benefits and obligations contained herein, and all then-existing Equipment and pre-paid rental amounts or service fees with respect to the Access Channel, Studio or Equipment, shall become the property of the City or transferred to such successor organization as directed by the City in writing.

(d) This Section 14 shall survive the termination of this Agreement.

SECTION 15. NONDISCRIMINATION

Manager shall not discriminate against any Person in any of its activities on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status or status with regard to public assistance. Manager shall be subject to all other requirements of federal and state laws or regulations relating to nondiscrimination throughout the term of this Agreement.

SECTION 16. NOTICE

(a) Every notice to be served upon the City shall be delivered by courier or overnight delivery service, or sent by certified mail, to Wilmington Cable, Video and Telecommunications Commission, c/o Wilmington City Council, Louis L. Redding City/County Building, 9th Floor, 800 N. French Street, Wilmington, DE 19801, or such other address as the City may specify in writing to Manager. Every notice to be served upon Comcast shall be delivered or sent by certified mail to: Comcast of New Castle County, LLC, ATTN: Government Affairs, 5 Bellecor Drive, New Castle, DE 19720, or such other address as Comcast may specify in writing to the Manager.

(b) Every notice to be served upon Manager shall be delivered by courier or overnight delivery service, or sent by certified mail, to _____, or at such other address as Manager may specify in writing to the City.

SECTION 17. SEVERABILITY

If any section, paragraph, term or provision of this Agreement is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Agreement.

SECTION 18. CITY TAXES AND BUSINESS LICENSE

Manager shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law. Manager shall obtain and maintain throughout the term of this Agreement a valid City of Wilmington business license.

SECTION 19. ENTIRE AND COMPLETE AGREEMENT

This Agreement constitutes the entire and complete Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings. This Agreement can be amended only by a written agreement between the parties.

SECTION 20. NO THIRD PARTY BENEFICIARIES

This Agreement is solely an agreement between the signatories hereto and conveys no rights on any third-parties except for Comcast. No third-party (other than Comcast) shall have any right to enforce the terms herein or seek remedies for rights arising out of this Agreement.

This Agreement gives Manager no rights under the Franchise Agreement or any other agreement between the City and Comcast.

SECTION 21. ASSISTANCE OF COUNSEL

No provision shall be construed for or against any party to this Agreement on the ground that such party drafted this Agreement.

SECTION 22. RIGHT TO AUDIT AND REVIEW RECORDS

The City shall have the right from time to time during normal business hours and upon forty-eight (48) hours prior written notice to review, make copies of and audit the records of Manager as they relate to the Access Channel, Equipment and Studio. The City shall be permitted to conduct such review or audit of the Manager for any reasonable purpose deemed necessary by the city auditor of the City of Wilmington in connection with the exercise of the auditor's powers and duties as set forth in 3 Wilm. C. (Charter) Sec. 6-300.

SECTION 23. BINDING ARBITRATION

If the parties should have a dispute arising out of or relating to this Agreement or the parties' respective rights and duties hereunder and without limiting the City's right to terminate this Agreement as set forth in Section 14, then the parties will resolve such dispute in the following manner: (i) any party may at any time deliver to the other a written dispute notice setting forth a brief description of the issue(s) for which such notice initiates the dispute resolution mechanism contemplated by this Section 23; (ii) during the 45 day period following the delivery of the notice described in Section 23(i) above, appropriate representatives of the parties will meet and seek to resolve the disputed issue(s) through negotiation, (iii) if representatives of the parties are unable to resolve the disputed issue(s) through negotiation, then within 15 days after the period described in Section 23(ii) above, the parties will refer the issue (to the exclusion of a court of law) to final and binding arbitration in Wilmington, Delaware in accordance with the then existing rules (the "Rules") of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the state of Delaware, regardless of principles of conflicts of laws.

In any arbitration pursuant to this Agreement, (a) discovery shall be allowed and governed by the Rules, and (b) the award or decision shall be rendered by a majority of the members of a Board of Arbitration consisting of three members, one of whom shall be appointed by each of the respective parties and the third of whom shall be the chairman of the panel and be appointed by mutual agreement of said two party-appointed arbitrators. In the event of failure of said two arbitrators to agree within 30 days after the commencement of the arbitration proceeding upon the appointment of the third arbitrator, the third arbitrator shall be appointed by the AAA in accordance with the Rules. In the event that either party shall fail to appoint an arbitrator within 15 days after the commencement of the arbitration proceeding, such arbitrator and the third arbitrator shall be appointed by the AAA in accordance with the Rules. Nothing set forth above shall be interpreted to prevent the parties from agreeing in writing to submit any dispute to a single arbitrator in lieu of a three member Board of Arbitration. Upon the

completion of the selection of the Board of Arbitration (or if the parties agree otherwise in writing, a single arbitrator), an award or decision shall be rendered within no more than 30 days or such other period agreed to by the parties. Nothing herein shall restrict the parties from limiting the discovery or having less than three arbitrators.

SECTION 24. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED.

SECTION 25. WAIVER OF TRIAL BY JURY

WITHOUT LIMITING SECTION 23 ABOVE, EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.

SECTION 26. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute but one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

Approved as to form this ____ day of _____, 201__.

Assistant City Solicitor

CITY OF WILMINGTON

By: _____
Name:
Title:

Date:

Attest: _____
Maribel Seijo, City Clerk

LEASED ACCESS PRESERVATION
ASSOCIATION, a Delaware nonprofit
corporation

By: _____
Name:
Title:

Date:

EXHIBIT "A"

**LEASED ACCESS MANAGEMENT AGREEMENT BETWEEN COMCAST OF NEW
CASTLE COUNTY, LLC AND THE LEASED ACCESS PRESERVATION
ASSOCIATION**

[see attached]

This exhibit will be provided as soon as LAPA and Comcast have
completed their discussions on a leased access management
agreement

EXHIBIT "B"

LIST OF EXISTING STUDIO EQUIPMENT AT 2801 LANCASTER AVENUE

[see attached]

From: Broadhurst, Kevin [mailto:Kevin_Broadhurst@cable.comcast.com]
Sent: Tuesday, March 05, 2013 8:32 AM
To: Rich Emge; John Rago
Subject: Inventory List - Leased Access Studio

Rich/John --

Here is the inventory list for production equipment at the Leased Access Studio.

Kevin

Camera – Sony DXC-327B – (3)
Grass Valley Switcher 110 – (1)
Mackie Audio Board CFX16 MK II – (1)
Sony Editing Control Unit RM-450 – (1)
" " " " PVE-500 (1)
Sony CCU's CCU-M5 – (3)
Grass Valley Fonts Presto 100 – (1)
Clear Com Station PLPRO SB-440 – (1)
Sony ¾ Decks VO-9800 – (4)
" " " VO-9850 – (4)
" " " VO-9600 – (1)
Sony DVD/VHS Deck – (1) consumer
Sony DVD Recorder Deck----- (1) consumer
Samsung DVD Deck----- (1) consumer

EXHIBIT "C"

**STUDIO LEASE AGREEMENT BETWEEN THE LEASED ACCESS PRESERVATION
ASSOCIATION, AS TENANT, AND [OWNER OF 2801 LANCASTER AVENUE], AS
LANDLORD**

[see attached]

This exhibit will be provided as soon as LAPA and the property owner of
2801 Lancaster Avenue (current site of the TV 28 studio) have
completed their negotiations

LIST OF EXISTING PROGRAMMERS AND THEIR TIME SLOTS

July 2013

[illegible]

EXHIBIT "E"

**FORM OF EQUIPMENT LEASE AGREEMENT BETWEEN THE CITY OF
WILMINGTON AND LEASED ACCESS PRESERVATION ASSOCIATION**

[see attached]

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 201__ (the "Effective Date"), by and between the **City of Wilmington**, a Delaware municipal corporation ("Lessor"), with a place of business and mailing address at c/o Wilmington Cable, Video and Telecommunications Commission, Louis L. Redding County/City Building, 9th Floor, 800 North French Street, Wilmington, DE 19801, and the **Leased Access Preservation Association**, a Delaware non-profit corporation ("Lessee"), with a place of business and mailing address at _____.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. LEASE

1.1 Agreement to Lease. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment listed on Exhibit "A" attached hereto and any future equipment that is purchased by Lessor ("Equipment") for use in Lessee's operations at 2801 Lancaster Avenue, Wilmington, Delaware ("Use Location"). Lessee agrees to pay the Rent (as defined in Section 1.3 below) for the Rental Term (as defined in Section 1.2 below), subject to the terms and conditions of this Agreement. This is a true lease and not a conditional sale, lease/purchase or chattel mortgage agreement.

1.2 Rental Term: The term of this Agreement shall be for an initial period of three years beginning on April 1, 2014 and ending on March 31, 2017 (the "Rental Term"). Lessor shall retain the sole and exclusive right, at any time, to terminate this Agreement and to remove the Equipment from the Use Location in the event of a default by Lessee under this Agreement.

1.3 Rental: During the Rental Term, Lessee shall pay to Lessor the following annual rental amounts ("Rent"):

| | <u>Rental Period</u> | <u>Rental Amount (Annual)</u> |
|--------|--------------------------------|-------------------------------|
| Year 1 | April 1, 2014 – March 31, 2015 | \$1.00 |
| Year 2 | April 1, 2015 – March 31, 2016 | \$5,000 |
| Year 3 | April 1, 2016 – March 31, 2017 | \$10,000 |

1.4 Time and Place of Payment: The annual Rent amounts set forth in Section 1.3 above shall be due and payable in full on April 1st of the applicable calendar year. Rent as described above shall be delivered to Lessor at Lessor's address listed above or such other location designated by Lessor in writing to Lessee.

2. LOCATION OF EQUIPMENT

The Equipment is currently located at the Use Location. Lessee shall not remove the Equipment from the Use Location without the prior written consent of Lessor.

3. USE, MAINTENANCE AND ALTERATIONS

Lessee shall at all times, and subject to notification to and approval by Lessor, at Lessee's sole cost and expense, maintain the Equipment in good repair, condition and working order. Lessee, at its sole cost and expense, shall make all necessary repairs to the Equipment and shall replace any defective, worn or malfunctioning parts with components that are reasonable and compatible to the original components in the Equipment. Lessee shall not make any alterations or additions to the Equipment without Lessor's prior written authorization. If Lessee makes any alteration or addition or replaces any part with components which are not reasonable and compatible to the original components, or uses the Equipment other than in the manner specified by the manufacturer of the Equipment, Lessor shall have the right to immediately terminate this Agreement.

Lessor may, from time to time, offer certain technical advice or assistance to Lessee regarding the installation, use, repair or maintenance of the Equipment. This advice and assistance shall be without warranty and it shall not alter Lessor's obligations hereunder.

The Equipment is to be stored and maintained in a commercially reasonable manner. In the event a Public Access or Leased Access customer of Lessee's desires to utilize the Equipment, a qualified individual at the Use Location shall remain with and observe the operation of the Equipment at all times during such customer's use of the Equipment.

4. LOCATION AND INSPECTION

Lessor may inspect the Equipment during Lessee's normal business hours, upon at least forty-eight (48) hours advance notice, and at any time in emergency situations.

5. RISK OF LOSS AND INSURANCE

All risk of damage to or loss of the Equipment, or any part thereof, shall pass to Lessee upon the beginning of the Rental Term. Lessee, at Lessee's sole cost and expense, and for the benefit of Lessor, shall insure the Equipment at its full replacement value with all-risk business property insurance. Lessor shall be specified as an additional insured with respect to such insurance coverage. In addition, Lessee will purchase and maintain comprehensive general liability and employer's liability insurance coverage, specifying Lessor as an additional named insured with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage, and statutory worker's compensation insurance. Defense costs shall be provided as part of the policy limits. Lessee shall cause all rights of subrogation against Lessor to be waived. All coverages must be on an occurrence policy form. Any deductible shall be solely paid by Lessee and shall not exceed \$500. Lessee will furnish to Lessor, upon execution of this Agreement and thereafter, upon Lessor's request on an annual basis, certificates evidencing all such insurance coverage detailed above which shall

acknowledge the existence and coverage of this Agreement. Lessee shall provide at least thirty (30) days written notice to Lessor prior to any change or cancellation of such insurance coverage.

6. LESSOR'S OWNERSHIP OF EQUIPMENT

Lessor and Lessee expressly intend, understand and agree that the Equipment shall at all times remain the property of Lessor regardless of how it may be affixed to the Use Location. Lessee shall keep the Equipment at all times free and clear of any levies, liens, claims or encumbrances and Lessee shall exclude the Equipment from any chattel mortgages or similar instruments executed by Lessee in favor of any third party. Lessor hereby permanently retains title to the Equipment and reserves all rights and remedies set forth herein. It is hereby understood that neither party intends to convert this Agreement into a conditional sales contract, financing lease or similar instrument.

7. WARRANTIES AND LIMITATION OF LIABILITY

Lessee acknowledges that Lessor is leasing the Equipment "AS IS" AND WITHOUT ANY WARRANTY OR REPRESENTATION EXPRESS OR IMPLIED with regard to (i) the condition of the Equipment, (ii) the merchantability of the Equipment, (iii) the fitness of the equipment for any particular purpose, (iv) the performance capabilities of the Equipment, (v) or any other matter whatsoever including but not limited to matters that may have previously been the subject of any proposal to or discussion with Lessee, IT BEING AGREED THAT, as between Lessor and Lessee, the risk of all such matters are to be borne by Lessee. No agent, employee or representative of Lessee, has or has any authority to bind Lessor to any affirmation, representation or warranty relating to the Equipment or the use or performance of the Equipment. The limitations of Lessor's warranty and liability set forth herein shall survive any expiration or termination of this Agreement and the use of the Equipment.

LESSEE ACKNOWLEDGES THAT THERE ARE HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT AND THAT LESSEE SHALL BE RESPONSIBLE FOR TRAINING ITS EMPLOYEES IN THE PROPER USES OF THE EQUIPMENT AND FOR WARNING AND PROTECTING LESSEE'S EMPLOYEES, CUSTOMERS, BUSINESS INVITEES, AND OTHERS WHO MAY BE EXPOSED TO SUCH HAZARDS. AFTER THE EXECUTION OF THIS AGREEMENT, LESSEE ASSUMES ALL LIABILITY FOR AND SHALL INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE OR INJURY, INCLUDING FOR ITS OWN ACTUAL OR ALLEGED NEGLIGENCE, ARISING OUT OF THE PRESENCE, CONDITION, USE, OPERATION, ADVERTISEMENT, OR FOR ANY OTHER MATTER OR CONDITION ARISING OUT OF, OR RELATING TO, THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE LIMITATIONS CONTAINED WITHIN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED, AND/OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS OR

OMISSIONS OF THE PARTY CLAIMING DAMAGES OR OF THE PARTY FROM WHOM DAMAGES ARE SOUGHT.

8. COMPLIANCE WITH ALL STATUTES AND ORDINANCES

Lessee shall conform to all laws, rules and regulations now in force or hereafter adopted which relate to and/or have jurisdiction over the use of the Equipment and shall obtain all permits, licenses and consents that may be required thereunder. Further, it is the responsibility of Lessee, as stated above, to warn and protect its employees, customers, business invitees and others from any and all hazards associated with the use of the Equipment and from any and all hazards posed by Lessee's use and/or storage of any products around the Equipment.

9. DEFAULT AND REMEDIES

9.1 Events of Default: Any of the following occurrences shall be an event of default under this Agreement if such event is not cured within thirty (30) days after written notice of default is provided by Lessor to Lessee: (i) breach by Lessee of any term, covenant or condition of this Agreement, (ii) Lessee's failure to pay any money due hereunder; (iii) Lessee's failure to actively carry on business, (iv) Lessee's default under the lease for the Use Location or (v) any breach of the Public Access and Leased Access Management Agreement between Lessor and Lessee dated on or about the date hereof (the "Management Agreement").

9.2 Remedies: Upon the happening of an event of default, Lessor may, without further notice or demand on Lessee: (i) repossess the Equipment without court order or legal process; (ii) declare the entire amount of monthly rent accrued and to accrue over the un-expired portion of the Rental Term immediately due and payable; (iii) terminate the Agreement; (iv) bring legal action to recover the Equipment or the proceeds thereof; and/or (v) pursue any other remedy Lessor may have in law or in equity. All remedies are cumulative and may be exercised concurrently or separately. In any litigation, Lessor shall be entitled to recover attorney's fees and other costs incurred in addition to any other relief sought.

10. RETURN OF EQUIPMENT

Except as otherwise provided herein, upon any expiration or termination of this Agreement, Lessee shall make the equipment available to Lessor for removal in accordance with the terms hereof. Returned Equipment shall be in good repair, condition and working order. If Lessee fails to expeditiously make the Equipment available to Lessor upon termination of this Agreement, Lessor may, repossess the Equipment. Lessee agrees to reimburse Lessor for reasonable attorneys' fees and costs incurred to obtain possession of the Equipment if Lessee does not comply with this Section 10.

11. ENTIRE AGREEMENT

This Agreement and the Management Agreement constitute the entire agreement between the parties and supersedes any other or previously existing agreement, discussion, proposal, description, assurance, warranty representation or commitment by or between the parties covering the lease of the Equipment, or the use, performance, or condition or any related aspect

thereof. No modification or waiver of this Agreement shall bind Lessor or Lessee unless it is in writing and is signed and accepted by authorized representatives of Lessor and Lessee.

12. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the full right to require performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

13. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and the parties hereby submit to the jurisdiction of the courts of the State of Delaware. If any part of this Agreement is held invalid or unenforceable in any jurisdiction, such part shall, as to that jurisdiction, be severed without affecting in any way the balance of this Agreement, which shall continue in full force and effect. The prohibition or unenforceability of any provision in any jurisdiction shall not invalidate the provision or render in unenforceable in any other jurisdiction.

14. ASSIGNMENT

This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective transferees, successors and assigns, including any corporation with which either party may merge or consolidate or which either party may transfer all or a material amount of its assets relating to the Equipment. Lessee shall secure from any such asset transferee of Lessee the transferee's written assumption of this Agreement.

15. NOTICES

Any notice given under or in accordance with this Agreement shall be delivered by courier or sent by certified mail to the party in question at the business address first hereinabove mentioned or such other address as the receiving party may specify by notice hereunder. The date of mailing shall be deemed to be the date such notice was given.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year set forth below.

LESSEE:
Leased Access Preservation Association

LESSOR:
City of Wilmington

BY: _____

NAME:

TITLE:

DATE:

BY: _____

NAME:

TITLE:

DATE:

Approved as to form this
____ day of _____, 20 ____.

Assistant City Solicitor

EXHIBIT "A" TO EQUIPMENT LEASE AGREEMENT

List of Equipment

EXHIBIT "F"
LEASED ACCESS GUIDELINES
[see attached]

LEASED ACCESS GUIDELINES

There are several different vehicles by which a third party can obtain carriage on a cable system – must carry, retransmission consent agreements, affiliation agreements and leased access. The Cable Act requires cable operators to provide a certain percentage of a cable system's capacity to requesting third parties to lease access to the cable system. The leased access provisions, found in Section 612 of the Cable Act, 47 U.S.C. 532, and codified in the Federal Communications Commission's ("FCC") regulations at 47 C.F.R. §§ 76.970-76.977, were intended to "divorce cable operator control over a limited number of channels" so as to "promote competition in the delivery of diverse sources of video programming and to assure that the widest possible diversity of information sources are made available to the public, Section 612(a). The goal of programming diversity must be consistent with the growth and development of the cable system and should not adversely impact the "operation, financial condition, or market development of the cable system", Section 612(c)(1). As such, Comcast's leased access offering is overseen by the FCC and governed by the above-referenced regulations. With this in mind, these Guidelines address Comcast's process and procedures related to its leased access offering and are intended to impart an understanding of how leased access is regulated. Should you have questions not addressed by the Guidelines please contact Comcast's Corporate Legal Department.

Responding to Leased Access Requests:

What constitutes a valid leased access request? A valid leased access request must be in writing (electronic mail is acceptable) and must specify the date upon which it was sent to you.

How quickly must I respond to a commercial leased access request? You must respond to a leased access request within 15 calendar days of the date upon which the request was made.

What information must I include in my response to a commercial leased access request?

You must include the following information in response to a leased access request:

- A schedule of the system's full-time and part-time leased access rates;
- Rates associated with technical and studio costs, as applicable;
- Channel Lease Application (Note: Comcast requests, but cannot require as a prerequisite for carriage, that a CLA User provide the information sought in the Application – See Exhibit B).
- The Comcast standard form Channel Lease Agreement (see Exhibit A)

What form of agreement should I use for leased access contracts?

The Comcast standard form Channel Lease Agreement is attached as Exhibit A. You should always offer the standard form Channel Lease Agreement to leased access programmers, and you should not agree to a leased access programmer's form of agreement. You will need to modify the Comcast standard form Channel Lease Agreement to reflect the specific parties' names, the agreed-upon term, the scheduling parameters, and the applicable rates. If a programmer wants to change any material terms set forth in the standard form Channel Lease Agreement, please contact the Comcast Corporate Legal Department to discuss the proposed changes.

Are there minimum or maximum lengths of term for a leased access agreement?

A leased access agreement may be for a one-time program, or it may be for full-time programming. While a system may not unreasonably limit the length of a leased access agreement – Comcast typically agrees to one-year terms with the understanding that a new Agreement would be available at the end of the first year. One year term limits allows Comcast to ensure that annual rate adjustments, based on the regulated formula discussed below, are provided to the CLA User through yearly contract negotiation. Please contact the Corporate Legal Department in the event that a programmer will not agree to a term of one-year or less.

Rate Calculations:

How are leased access rates calculated?

The FCC's rules establish the maximum permitted rate that a cable operator can charge a leased access user. This rate, called the average implicit fee, represents the value of channel time after average programming costs are paid, 47 C.F.R. §76.970. While the calculation has some complexity and includes other parameters such as license fees and copyright costs, in essence a cable operator arrives at its rate by subtracting programming costs from subscriber revenue. These rates must be recalculated annually. The Regulatory Accounting Department determines the leased access rates or Maximum Permitted Rate ("MPR") for Comcast's cable systems. As required, these rates are revised annually – generally in June.

Please note that pursuant to the FCC rules cable operators may negotiate a rate that is lower than the MPR. For part-time rates, you may prorate the daily rate evenly throughout the day, or you may develop a schedule where rates vary depending on daypart (as long as the total of the rates for all dayparts does not exceed the maximum daily rate).

If a programmer desires to make its programming available on an *a la carte* basis, please contact the Cable Legal Department for assistance in determining the appropriate rate calculation formula.

Channel Placement and Time:

Is there a minimum length of time for leased access programming purchases?

Yes. You may require a part-time leased access programmer to purchase leased access capacity for at least one-half hour's duration.

What should I do if a part-time leased access programmer wants the same time slot used by another leased access programmer on my system's designated leased access channel?

If you place part-time leased access programming on one dedicated channel, and a leased access programmer seeks a time slot already occupied on that channel by another leased access programmer, then you must make available a comparable time slot. A comparable time slot is determined based upon audience share, the day of the week, and the time of day. For instance, if Monday and Wednesday from 7 to 9 pm already is used by one leased access programmer, a comparable time slot may be Monday and Wednesday from 9 to 11, or Tuesday and Thursday from 8 to 10 pm. However, this is not a hard and fixed rule, and you should be prepared to offer as many comparable time slots as possible to accommodate the leased access programmer's request.

Comcast's Indecency Policy:

Do I have a right to decline a leased access programming request if I do not approve of the content of the programming?

You may only exercise editorial control over the programming in two limited situations. You may not exercise editorial discretion over the content of leased access programming unless you reasonably believe that such programming is obscene or indecent (which means it must describe or depict sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards). Programming will be found to be obscene where: (i) an average person, applying contemporary community standards, must find that the material, as a whole, appeals to the prurient interest; (ii) the material must depict or describe, in a patently offensive way, sexual conduct specifically defined by applicable law; and (iii) the material, taken as a whole, must lack serious literary, artistic, political or scientific value. Programming will be found to be indecent where (i) it describes or depicts sexual or excretory activities or organs, and (ii) is *patently offensive* as measured by contemporary community standards for the broadcast/cablecast medium.

These are reasonably high standards. A cable system may *never* cablecast obscene material. As to indecent content, it is Comcast's general policy to refuse carriage of indecent programming on commercial leased access channels – see Exhibit C attached for Comcast's official Indecency Policy.

Exhibit D to the Comcast standard form Channel Lease Agreement contains a certification for the programmer to complete concerning the obscene and/or indecent content of the proposed leased access

programming. Please ensure that Exhibit D is acknowledged and executed in addition to the Channel Lease Agreement.

Content Delivery and Technical Rules:

Can I require a leased access programmer to use a particular technology to deliver its programming?

No. It is the leased access programmer's responsibility to deliver the programming to the system's headend, but the leased access programmer may decide on the means of delivery (such as microwave, satellite, fiber, DVDs, and so forth). A programmer may elect to provide live or taped programming. A programmer also may offer its programming on a Pay-Per-View ("PPV") basis, provided that the programmer undertakes responsibility for the equipment necessary to manage the PPV activities.

What should I do if I do not have equipment capable of receiving and/or distributing leased access programming?

You do not have to absorb the costs of receiving or distributing leased access programming if you do not have the necessary equipment at the system. If you need additional equipment to accommodate receipt or distribution of leased access programming – and you do not already provide the same equipment to non-leased access programmers – then you may require the leased access programmer, at its choice, to furnish the equipment to you, lease (at a reasonable rate) the equipment purchased by you, or reimburse you for the equipment (in which case the programmer then would own it).

Do I have to provide technical support for leased access programmers, and if so, what does technical support entail?

Yes, you must provide a leased access programmer with the minimal technical support necessary – and you may not unreasonably refuse to cooperate with a leased access programmer – so that it can cablecast its programming. This means that you may be required to staff a headend to insert a tape, or turn a microwave dish so that it can receive a programmer's signal. However, you may require a programmer to reimburse you for the reasonable cost of any such technical support. Remember, however, that you may not charge a leased access programmer a fee for services that you provide to other programmers for free. So, for example, if you do not charge a programmer to receive its programming via an earth station, then you may not charge a leased access programmer to receive programming via satellite either. You may not, however, be required to pay for new equipment that you do not already own in order to receive the leased access programming. There is one exception to the general rule of not charging a leased access programmer for services that you do not charge a third party programmer. If you permit a leased access programmer to use studio or other technical equipment that may be used by PEG access programmers, you may seek reimbursement for use of such studio or equipment from the leased access user.

Insurance:

What amount of insurance limits should be required of leased access programmers?

As a general rule, a leased access programmer should carry:

- Workers Compensation with limits required by statute and Employer's Liability with limits of \$100k each accident/\$300k policy limit/\$100k each employee -- **ONLY REQUIRED IF LEASED ACCESS USER IS USING COMCAST FACILITIES -- OTHERWISE PROVISION MAY BE DELETED.**
- Commercial General Liability with limits of \$1m per occurrence and \$2m aggregate
- Media Perils Liability (a.k.a. Broadcaster's Liability or Media Errors and Omissions) with limits of \$1m per occurrence and \$2m aggregate

The General Liability and Media Perils Liability policies shall:

- Name Comcast as Additional Insured
- Waive subrogation in favor of Comcast
- Be written on an occurrence basis

Contract Language -- Insurance:

(i) A policy (or policies) of Workers' Compensation insurance covering Lessee's employees in accordance with statutory requirements of the state in which the System is located. Each such policy shall be on a form approved for use in such state, and shall provide, at a minimum, statutory Workers' Compensation coverage, and Employer's Liability at limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$300,000 policy limit for Bodily Injury by Disease, and \$100,000 each employee for Bodily Injury by Disease.

(ii) If Lessee shall conduct any program production on Lessor's premises as indicated in Exhibit A, Commercial General Liability Insurance on current standard forms as promulgated by the Insurance Services Office ("ISO") that covers at least Premises and Operations, Products and Completed Operations, Blanket Contractual Liability for both Oral and Written Contracts and Broad Form Property Damage. The limits of liability for such insurance shall be no less than \$1,000,000 per Occurrence for Bodily Injury and Property Damage, all as defined in the ISO form, and no less than \$1,000,000 per Occurrence and \$2,000,000 in the aggregate for Products-Completed Operations, and \$2,000,000 policy General Aggregate.

(iii) Media Perils Liability Insurance (Broadcasters' Liability/Errors and Omissions) to cover Lessee's media activities as described in this Agreement, including but not limited to, production of programming and all programming cablecast under the terms of this Agreement (including but not limited to original programming, marketing activities, sales promotions, and other activities). Such insurance shall cover, at a minimum, the "offenses" of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate

What should I do if a programmer refuses to obtain the required insurance coverage?

A system may require a leased access programmer to obtain reasonable insurance coverage, which can include both general liability insurance and "errors and omissions" insurance depending on whether the leased access lessee is producing programming on the system's premises. Errors and omissions insurance protects a programmer against claims that may arise out of errors and omissions in statements, portrayals, or other content produced by the programmer that gives rise to defamation, slander, copyright and other intellectual property infringement, and right of privacy claims (to name a few). If a leased access programmer does not carry insurance to protect against "errors and omissions," and a lawsuit ensues seeking damages beyond the amount that the leased access programmer is capable of paying, a plaintiff may try to collect damages against Comcast as the distributor of the leased access programming. As such, to protect Comcast from liability associated with all aspects of the leased access programmer's activities, including potential errors and/or omissions, Comcast must insist on reasonable insurance requirements, part of which is "errors and omissions" insurance. Alternatively, the leased access user may obtain an error and omissions rider as a supplement to its general liability policy if it qualifies as a "non-media" leased access user.

EXHIBIT A
CHANNEL LEASE AGREEMENT

CHANNEL LEASE AGREEMENT

This Agreement (the "Agreement") is entered into as of _____, 200__ (the "Effective Date") by and between Comcast of _____ ("Lessor") and _____ ("Lessee").

RECITALS

A. Lessor owns and operates a cable television system (the "System") serving the communities identified in Exhibit B (the "Communities") pursuant to a franchise or permit (the "Franchise"); and

B. Lessee desires to lease channel time on the System pursuant to Section 612 of the Communications Act of 1934 as amended (the "Act") and subject to the terms and conditions of this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, Lessee and Lessor agree as follows:

AGREEMENT

1. Definitions. As used in this Agreement, the following terms have the following meanings:

(a) "Channel" means bandwidth sufficient to carry one video signal on the System as may be assigned to Lessee from time to time in accordance with the terms of this Agreement.

(b) "Service" means Lessee's service as specifically described in Exhibit A.

(c) "Subscriber" means an individual, firm, corporation or other legal entity that subscribes to and receives signals transmitted by Lessor over the System.

2. Use of Channel. Lessee agrees to be solely responsible for its programming and the Service and agrees to use the Channel in accordance with the following:

(a) Subject to Lessee's compliance with all of the terms and conditions of this Agreement, Lessor hereby agrees to distribute the Service on the Channel, whether in its current form or as compressed, modified, digitized, or altered, during the times and to the communities set forth on Exhibit B.

(b) Subject to Lessee's compliance with all of the terms and conditions of this Agreement, Lessor agrees that the Service initially shall be distributed on the channel set forth on Exhibit B. Notwithstanding the foregoing or any other provision of this Agreement, and without any diminution of the obligations of Lessee hereunder, on 30 days' notice Lessor reserves the right to change or reassign (i) the Channel used by Lessee or (ii) the times during which Lessee has the

right to use the Channel. Nothing contained herein or elsewhere shall be construed to grant to Lessee an exclusive or proprietary right to any particular channel, any particular time, or any other rights or priorities for further access to the System.

(c) Lessee shall not use the Channel except to provide the Service to Subscribers in accordance with the terms hereof.

(d) Lessee shall use the Channel in such a manner as to avoid all liability or claim of liability for tortious, negligent, criminal or other acts or omissions including, without limitation, defamation, indecency, obscenity, personal injury, property damage, invasion of privacy, false light, wrongful publicity, violation of civil rights, infringement of copyright (including without limitation music performance rights, synchronization rights, and mechanical rights for any and all performances through to subscribers), false and misleading advertising and unfair competition.

(e) No program, production, or presentation may be transmitted by Lessee unless all necessary copyright clearances, licenses, or other necessary authorizations have been obtained by Lessee (including, without limitation, music performance rights for any and all performances through to Subscribers) to the extent not covered by Licensor's music.

(f) Lessee's use of the Channel shall not cause any violation by Lessor of any Franchise or other authorization under which the System is operated.

(g) Lessor's distribution of Lessee's programming will not cause Lessor to violate any law, rule, regulation, or court or administrative decree.

(h) Ownership, control and use of any and all cable television channels of the System, including the Channel, and the signal distribution capacity contained within the bandwidth of such channels, shall at all times be and remain with Lessor; provided, that any use by Lessor of such channels or capacity shall not materially interfere with the presentation of the principal audio and video portions of Lessee's programming on the Channel. Except as specifically set forth in this Agreement, this Agreement shall in no manner restrict or limit any rights of Lessor, including, without limitation, Lessor's right to (i) use any of the channels of its broadband distribution systems for the transmission of any material or for any other use, (ii) enter into agreements for the use of its channels and its broadband distribution systems by others; (iii) make use of the Channel (including without limitation leasing to other lessees) during any time when the Channel is not being programmed by Lessee and (iv) use any unused portion of the bandwidth of the Channel, including, without limitation, the vertical blanking interval and any subcarriers associated with the Channel. Lessee shall have no right to or interest in any subscription fees, equipment fees or other fees or charges received by Lessor from any party, including without limitation the System's subscribers. All rights not specifically granted to Lessee under this Agreement are reserved to Lessor for its sole and exclusive use, and are exercisable by Lessor at any time in any location by any means whatsoever.

3. Term of Agreement. Unless sooner terminated pursuant to any provision of this Agreement, the term of this Agreement shall begin on the Effective Date and shall end on the _____ day of _____, 20____. Lessee shall have no right to continued use of the Channel beyond the term of this Agreement. All representations, warranties, indemnifications and limitations of liabilities contained in this Agreement will survive termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination. Lessee's failure to transmit its Services according to the schedule set forth in Exhibit B for the minimum term prescribed herein shall constitute a material breach of this Agreement.

4. Content of Service.

(a) The Service shall consist only of the programming specifically described in Exhibit A and no other use of the Channel is permitted. Lessee agrees to execute and deliver to Lessor, prior to the distribution by Lessor of the Service, a Certification of Leased Access Programmer in the form of Exhibit E.

(b) Lessee assumes complete responsibility for the content of the Service and Lessor undertakes no responsibility or duty for prescreening or monitoring the Service. Notwithstanding the foregoing, Lessor reserves the right to refuse to distribute, without notice to Lessee or liability of Lessor, any portion of the Service which Lessor believes, in its reasonable discretion, does not comply with this Agreement or applicable law. Any such action from time to time by Lessor shall not relieve Lessee of its obligations hereunder.

(c) The System shall have the right to cablecast a message at the beginning and end of Lessee's programming and at reasonable intervals during the programming day in a form substantially similar to the following: "Comcast is required by federal law to make this programming available to its customers. Comcast is not affiliated with the programmer, and Comcast is not responsible in any way for the content of the programming you are viewing."

(d) Lessee acknowledges that it has received and read, and that it understands, Lessor's Indecency Policy, a copy of which is set forth in Exhibit D. Lessee represents that, prior to the transmission of any programming on the System, it will submit to Lessor a fully and accurately completed Certification by Leased Access Programmer (in the form of Exhibit E) with respect to such programming. Unless Lessee has first obtained Lessor's prior specific consent, and has reached agreement with Lessor as to the terms and conditions pursuant to which such programming shall be distributed by Lessor, no programming provided by Lessee shall contain indecency or inappropriate nudity. Not in limitation of, but, in addition to the foregoing, Lessor reserves the right, unless it has reached agreement with Lessee as set forth above, to refuse to distribute, without notice to Lessee or liability of Lessor, any portion of the Service which Lessor believes, in its reasonable discretion, contains indecency or inappropriate nudity. In addition, Lessor reserves the right to refuse to distribute, without notice to Lessee or liability of Lessor, any portion of the Service which Lessor believes, in its reasonable discretion, contains obscenity. Any such action from time to time by Lessor shall not relieve Lessee of its obligations hereunder.

(e) No programming provided by Lessee will be obscene.

5. Billing and Rates.

(a) As rent for the use of the Channel, Lessee shall pay Lessor the applicable rate set forth in Exhibit C, which amount shall be paid no less than 30 days in advance of the time period with respect to which the payment relates. Lessee acknowledges that such rates were determined by Lessor in reliance on the Certification of Leased Access Programmer in the form of Exhibit E submitted by Lessee, and Lessee warrants that it has submitted such form to Lessor and that it is accurate. Lessor may change the lease rate at any time or from time to time upon thirty days' prior notice to Lessee. Notwithstanding the foregoing, if the rate set forth in Exhibit C is less than the maximum rate allowable under the law, Lessor may immediately change the lease rate if Lessee changes the content of its programming. Notwithstanding the foregoing or any other provision of this Agreement, if Lessee resells or subleases all or any part of the Channel, the lease rate immediately and automatically, without notice, shall become the maximum rate allowable under the law.

(b) If Lessee fails to make any payment when due, in addition to any other rights Lessor may have under this Agreement or at law or in equity, Lessor may refuse to cablecast the programming during the time period with respect to which the missed payment relates. If Lessor chooses to cablecast the programming, any amounts not paid by Lessee when due shall accrue interest at the rate of 1.5% per month or at the highest lawful rate, whichever shall be lesser, compounded monthly, from the date such amounts became delinquent until they are paid in full.

(c) Nothing herein shall limit in any way Lessor's right to bill, collect and receive any and all service charges or fees payable to Lessor by Subscribers or Lessor's right to immediately disconnect or deal in any other lawful manner with Subscribers who do not pay such charges or fees.

6. Technical Requirements.

(a) Lessee shall deliver programs to Lessor as indicated in Exhibit A. Lessor will provide technical support to Lessee as required pursuant to the terms and conditions stated in Exhibit C.

(b) Except for technical assistance to be provided by Lessor as set forth in Exhibit C, Lessee shall pay for and provide all equipment (including without limitation tape players, time base correctors, switching sync generation and power distribution equipment and additional rack equipment) and personnel (who shall be adequately trained to the satisfaction of Lessor) necessary to produce and insert a signal carrying its Service at an insertion point in the System designated by Lessor. Lessee shall pay for and provide maintenance and repair for such equipment, which equipment shall be of a type suitable for use in connection with this Agreement. Lessee warrants and represents to Lessor that such equipment will not infringe any copyrights or patents of any person, firm, corporation or other legal entity. Lessee shall bear sole responsibility for such

equipment and shall hold Lessor harmless from any loss or damage thereof or resulting therefrom unless the loss or damage is caused by Lessor. Lessee acknowledges that Lessor's headends and other facilities contain expensive and sophisticated equipment, and Lessee agrees to comply with all reasonable security procedures required by Lessor.

(c) Neither Lessee's use of the Channel nor its use of any equipment in connection therewith shall impair or interfere with the quality of signals transmitted by Lessor on the System or any service offered thereon by Lessor or any of its programmers, other lessees or licensees.

(d) If Lessee's use of the Channel involves attachment to the System of Lessee-provided equipment of any kind, the following provisions shall apply:

(i) The use of Lessee-provided equipment shall not require change in, or alteration of, the equipment or other facilities of Lessor.

(ii) Before connection of any Lessee-provided equipment, Lessee shall demonstrate to the satisfaction of Lessor that the connection of such equipment will not cause Lessor to be unable to meet its technical requirements or its obligations under the rules and regulations of the FCC or any other regulatory body and will not impair or affect the quality of the signals transmitted by Lessor on the System or any service thereon offered by Lessor or any of its programmers, other lessees or licensees.

(iii) Lessor reserves the right at all times to refuse to allow Lessee to provide the Service or attach any Lessee-provided equipment to the System or to require the removal or replacement of existing equipment if, in the sole judgment of Lessor, the equipment being used or proposed to be used in connection with the Service or its personnel involved are performing or would perform in a manner which adversely affects or would adversely affect the System, the signals transmitted by Lessor thereon, Lessor's facilities, the services offered by Lessor or any of its programmers, other lessees or licensees or Lessor's ability to comply with the rules and regulations of the FCC or any other regulatory body. Notwithstanding the foregoing, Lessor will reasonably consult with Lessee to identify alternative equipment Lessee may use to avoid the adverse effects on the System.

(e) If, in the sole judgment of Lessor, it is necessary in order to prevent impairment of or interference with the System, the signals Lessor transmits or the service it provides or to comply with Lessor's Franchises or the rules and regulations of the FCC or any other regulatory body, Lessor may obtain, install or maintain, at Lessee's expense, any equipment necessary to prevent such adverse effects.

(f) Lessee may not perform any technical functions or perform any other work affecting or attached to the System without first obtaining Lessor's written approval.

(g) Nothing contained herein shall be construed as Lessor's consent to the attachment of any facilities or equipment to its tower or other property or facilities. Lessee shall not attach any equipment or facilities to Lessor's tower or other property or facilities without having first entered into a written separate agreement governing such attachment and complying with the terms thereof.

(h) Lessee's programming shall meet reasonable production standards which will not be any higher than those applied to public, educational and government access channels.

7. Regulatory Compliance.

(a) Lessee shall comply with all provisions of Lessor's Franchise applicable to Lessee, all rules, opinions, policies, and decisions of the FCC (including but not limited to applicable requirements of Part 76, subpart G of the rules of the FCC, as the same may be from time to time amended, notwithstanding whether such rules are rescinded, superseded, or rendered void by judicial determination) or any other regulatory or judicial body having jurisdiction and all federal, state, or local laws, regulations or ordinances applicable to this Agreement and leased access programming, whether such provisions, rules, opinions, policies, decisions, laws, regulations or ordinances are in effect at the date of this Agreement or come into effect during the term of this Agreement.

(b) Lessee shall comply, and the Service complies and shall continue to comply, in all respects, with all applicable federal, state, and local laws, regulations, and rules including those relating to libel, slander, copyright, indecency, nudity, obscenity, incitement, privacy, and false and misleading advertising.

(c) Upon request, Lessee shall promptly furnish to Lessor all information with respect to the Service which may be useful in the preparation of certifications, statements, records, or other information which may be necessary or useful to Lessor to comply with applicable law or to determine Lessee's compliance with this Agreement or in any reports or other documents that Lessor may be required or requested to file with any federal, state or local governmental agency.

8. Resale or Sublease of the Channel. Prior to any resale or sublease of Lessee's right to use the Channel pursuant to this Agreement, and prior to any use by any person or entity other than Lessee of the Channel, Lessee shall do the following:

(a) deliver to Lessor a completed Sublessee Acknowledgment Form, in the form of Exhibit F signed both by Lessee and by the person or entity other than Lessee that intends to exhibit programming on the Channel by virtue of this Agreement ("Sublessee"); and

(b) deliver to Lessor an insurance certificate demonstrating compliance by Sublessee with all of the requirements of Section 15.

Sublessee's programming shall not be transmitted on the Channel until Lessor has reviewed the Sublessee Acknowledgment Form and insurance certificate and has returned to Lessee a copy of the Sublessee Acknowledgment Form executed on behalf of Lessor, which executed Sublessee Acknowledgment Form shall be returned by Lessor to Lessee within a reasonable time after

receipt by Lessor of a complete and properly executed Sublessee Acknowledgment Form and a complete insurance certificate that complies in all respects with the requirements of Section 15. Notwithstanding any resale or sublease of all or any part of the Channel, Lessee shall remain responsible for any use of the Channel by virtue of this Agreement and shall indemnify and hold harmless Lessor for any damages arising from Sublessee's activities covered by this Agreement.

9. Termination.

(a) This Agreement may be terminated immediately upon the occurrence of any of the following:

(i) By either party in the event of any breach by the other of any provision of this Agreement (including without limitation any warranty or representation);

(ii) By either party if termination is required by a final order of any court or governmental body or agency of competent jurisdiction;

(iii) By Lessor if Lessee fails to make any channel lease payment when due, which failure is not cured by Lessee within five business days after notice from Lessor of such failure.

(iv) By Lessor if the obligations of Lessor to lease channel space pursuant to Section 612 of the Act are repealed or are adjudged unconstitutional or otherwise invalid or unenforceable in a final, unstayed decision of any court of competent jurisdiction;

(v) By Lessor if Lessor ceases to provide cable television service to the System or becomes precluded from serving the subscribers of the System because of the termination, revocation or expiration of any franchise, license or other law, rule, regulation, authorization, contract or other document necessary for the operation of the System;

(vi) By Lessor if Lessee's use of the Channel would violate or would cause Lessor to violate any obligation of Lessor imposed by any contract or governmental authority, including without limitation, municipal, state, federal or administrative;

(vii) By either party if the use of the Channel pursuant to this Agreement is precluded by lawful action of any state, federal or municipal authority, or if, in the reasonable judgment of Lessor, the renewal of its Franchise or license would or could be endangered by the continuation or implementation of this Agreement;

(viii) By Lessor if Lessee should file, or should have filed against it, a petition in bankruptcy (voluntary or involuntary), or become insolvent, reorganized or make any assignment for the benefit of creditors, or make any arrangement or be subject to any other proceeding under the bankruptcy laws of the United States or the insolvency laws of any state; and

(ix) By Lessee upon thirty days' prior written notice to Lessor.

(b) Upon any termination of this Agreement, all sums then due under this Agreement

shall become payable immediately, all obligations of Lessor pursuant to this Agreement shall cease and Lessee promptly shall remove all of its equipment from the facilities of the System or of Lessor. If Lessee fails to remove its equipment, Lessor shall have the right to remove and to store, both at Lessee's expense, all such equipment located on Lessor's premises. If Lessee does not claim any such equipment and pay Lessor's costs of removal and storage within 30 days after notice to Lessee, Lessor may sell such equipment at public or private sale, and may retain any costs of removal, storage and sale. Lessee agrees to indemnify and hold Lessor harmless from any and all liabilities, damages, losses, costs and expenses (including without limitation, reasonable attorneys' fees and expenses of defending claims or litigation) arising, directly or indirectly, from or related to Lessor's removal, storage or sale of the equipment pursuant to this Section.

10. Limitation of Lessor's Liability. This Agreement shall not under any circumstances create any rights in any party other than Lessee and Lessor. If Lessor fails or is unable for any reason to perform any of its obligations pursuant to this Agreement and as a result Subscribers do not receive the Service or receive the Service at a technically unacceptable quality, Lessor's liability therefor shall be limited to a proportional refund of lease payments made hereunder based on the period of time during which Subscribers did not receive the Service or the quality of the Service was technically unacceptable. In no case shall Lessor be liable to Lessee, any Sublessor or any of the Subscribers or others for any other direct or consequential losses, claims, damages, expenses or liabilities or for any act beyond Lessor's reasonable control. In addition, while Lessor shall use reasonable care, it shall assume no risk and make no guarantee, express or implied, regarding the safety of tapes or other materials in Lessor's possession. In the event of loss or damage of such tapes or materials, Lessor's liability shall be limited to the replacement cost of unrecorded tape or unexposed film stock.

11. Rights, Licenses and Permissions.

(a) Lessee warrants and represents to Lessor that the Service and any promotional materials used by Lessee will not infringe any copyrights (including, without limitation, synchronization rights and performing rights), rights of privacy, use and distribution rights, rights to the use of any trademark, trade name, service mark, or patent, or any other property right or other right whatsoever of any person, corporation, firm or other entity.

(b) Lessee shall be responsible at its own expense for obtaining all consents, authorizations, licenses and permits necessary for providing the Service to Subscribers and using any equipment or devices to be supplied or used by Lessee in connection with the Service or use of the Channel, including without limitation making all necessary arrangements with copyright holders, sponsors, music licensing organizations to the extent not covered by Licensor's music licenses, performers' representatives and all other appropriate persons or entities to transmit its programming on the System, which arrangements shall include, without limitation, compliance with all applicable charitable solicitation registration requirements. Lessee shall make available to Lessor, upon request, copies of any consents, authorizations, licenses and permits required in connection with this Agreement.

12. Indemnification. Lessee shall hold Lessor, its parent, subsidiaries and affiliates, and their respective officers, directors, partners, agents and employees harmless, and indemnify them, from

any and all liabilities, losses, damages, suits, actions, claims, judgments, costs and expenses (including legal fees and costs) whatsoever arising from or related to (a) the Service, (b) use by Lessee of the Channel or the System, (c) breach by Lessee of this Agreement, (d) violation of the protected rights of any third party, including, without limitation, any liabilities, losses, damages, suits, actions, claims, judgments, costs or expenses based upon libel, slander, invasions of privacy, false or misleading advertising, or violation or infringement of copyrights, trademarks, trade names, service marks, patents or other property rights or any other rights whatsoever (e) any claims which may be made by any governmental body or agency or any person or entity (including, but not limited to, Lessee or Lessee's agents or employees) in connection with Lessee's programming or use of any of the Channel, (f) any injury to any person (including without limitation Lessor's or Lessee's agents, employees, or invitees) or damage to Lessor's equipment or other assets, resulting from Lessee's use of the Channel and (g) the content of Lessee's programming and/or Lessor's use and delivery thereof.

13. Taxes and Charges. Any and all federal, state and local taxes and other governmental fees or charges of any nature whatsoever payable with respect to distribution of the Service or use of the Channel by Lessee pursuant to this Agreement, other than income taxes imposed on Lessor for the rent paid under this Agreement, shall be the responsibility of Lessee and shall not be deductible from any amounts payable by Lessee to Lessor. Lessee agrees to pay to Lessor, upon presentation of an invoice to Lessee, any excise, use, sales, copyright, royalty, privilege or other fees or taxes now or hereafter imposed or levied by any association, government or governmental agency upon Lessor by virtue of Lessee's use of the Channel.

14. Use of Lessor's Name.

(a) Lessee is prohibited from using Lessor's name, service marks, logos, or trade names in Lessee's advertising or in any other manner or for any purpose without the prior written consent of Lessor, which consent may be withheld or delayed in Lessor's sole and absolute discretion. Notwithstanding the foregoing, Lessee may use Lessor's name (but not Lessor's logo) for the limited purpose of identifying where Lessee's programming may be viewed.

(b) Lessee shall take all necessary measures to ensure that there is no confusion between the Service and the services offered by Lessor and no confusion concerning the absence of any legal relationship other than this Agreement. Lessee shall not take any action or make any statement, orally or in writing, as part of the programming or otherwise, that could create the impression that Lessor or its affiliates endorse the views expressed in the Service or are involved in the creation or production of the Service or are in any manner affiliated with or responsible for Lessee or the Service. Upon request by Lessor, any advertising or promotional material identifying the Service which Lessee proposes to use shall be submitted to Lessor for its prior approval at least 20 days prior to the date such material shall be used. If Lessor fails to notify Lessee of any objection to such material within such 20 day-period, then such material may be used until such time as Lessor objects to the use of such material. Lessor retains the right to insert a message stating that Lessor is not responsible for the Service. Lessee's advertising and promotion materials will set forth a separate telephone number, different from that of Lessor, for parties to call who desire information about the Service.

15. Insurance.

(a) Lessee, at Lessee's sole expense, shall obtain and keep in force throughout the term of this Agreement, with a reputable insurance company having an AM Best rating of A-, VII or better, and authorized to do business in the state in which the System is located, insurances with coverages and limits as follows:

(iv) [A policy (or policies) of Workers' Compensation insurance covering Lessee's employees in accordance with statutory requirements of the state in which the System is located. Each such policy shall be on a form approved for use in such state, and shall provide, at a minimum, statutory Workers' Compensation coverage, and Employer's Liability at limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$300,000 policy limit for Bodily Injury by Disease, and \$100,000 each employee for Bodily Injury by Disease.] ~~ONLY REQUIRED IF LEASED ACCESS USER IS USING COMCAST FACILITIES - OTHERWISE PROVISION MAY BE DELETED.~~

(v) If Lessee shall conduct any program production on Lessor's premises as indicated in Exhibit A, Commercial General Liability Insurance on current standard forms as promulgated by the Insurance Services Office ("ISO") that covers at least Premises and Operations, Products and Completed Operations, Blanket Contractual Liability for both Oral and Written Contracts and Broad Form Property Damage. The limits of liability for such insurance shall be no less than \$1,000,000 per Occurrence for Bodily Injury and Property Damage, all as defined in the ISO form, and no less than \$1,000,000 per Occurrence and \$2,000,000 in the aggregate for Products-Completed Operations, and \$2,000,000 policy General Aggregate.

(vi) Media Perils Liability Insurance (Broadcasters' Liability/Errors and Omissions) to cover Lessee's media activities as described in this Agreement, including but not limited to, production of programming and all programming cablecast under the terms of this Agreement (including but not limited to original programming, marketing activities, sales promotions, and other activities). Such insurance shall cover, at a minimum, the "offenses" of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate

(b) Both the Commercial General Liability policy, if required, and the Broadcaster's (Media Perils) Liability policy shall be endorsed to provide that (i) with respect to the activities and obligations of Lessee under this Agreement, Lessor shall be included as an Additional Insured, and shall be primary and non-contributory to any insurance or self-insurance available to Lessor; (ii) the insurer waives any rights of subrogation it may have against Lessor, including deductible portions thereof; and (iii) the policy shall provide coverage on an "Occurrence" basis; a "Claims-Made" policy is not acceptable. The maximum self-insured retention under such insurance shall be \$5,000, unless Lessee obtains the prior written consent of Lessor to increase such self-insured retention, which consent may be withheld by Lessor in its sole discretion.

(c) Prior to or contemporaneously with the execution of this Agreement, Lessee shall deliver to Lessor standard ACORD certificates of insurance, as proof of the maintenance of all insurance policies required by this Section. In the event that any coverage required herein should be cancelled or reduced or falls below the available limit requirements of this agreement, Lessee shall promptly notify Lessor, and no programming shall be aired by Lessee on the System until Lessee has provided certificates evidencing replacement insurance as required by this agreement. The certificates shall indicate coverage for the entire

term of this Agreement, or Lessee shall provide (and shall continue to provide) subsequent certificates of insurance so as to confirm to Lessor continuous insurance coverages that satisfy the above requirements, throughout the term of this Agreement.

16. Termination Upon Subscriber Request. Lessor may terminate reception of Lessee's programming by any subscriber of the System who requests such termination. Lessee shall pay all costs associated with such termination.

17. Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Lessee:

Attn.: _____

If to Lessor:

Attn.: _____

With a copy to:

Comcast Cable
Cable Legal Department
Re: Leased Access
One Comcast Center, 50th Floor
Philadelphia, PA 19103

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective: (i) on the date of personal delivery, (ii) on the date set forth on the receipt of registered or certified mail or (iii) on the day after mailing by overnight courier.

18. Subscriber Information. Lessee, without Lessor's prior written consent, (i) shall not, as part of the activities governed by this Agreement, obtain, use or disclose information (whether the information is "personally identifiable information" under §631 of the Act or not) to any third party regarding Lessor's or any of its affiliates' cable television or other subscribers; and (ii) shall not use information obtained pursuant to activities governed by this Agreement to engage in any direct

15. Insurance.

(a) Lessee, at Lessee's sole expense, shall obtain and keep in force throughout the term of this Agreement, with a reputable insurance company having an AM Best rating of A-, VII or better, and authorized to do business in the state in which the System is located, insurances with coverages and limits as follows:

(iv) [A policy (or policies) of Workers' Compensation insurance covering Lessee's employees in accordance with statutory requirements of the state in which the System is located. Each such policy shall be on a form approved for use in such state, and shall provide, at a minimum, statutory Workers' Compensation coverage, and Employer's Liability at limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$300,000 policy limit for Bodily Injury by Disease, and \$100,000 each employee for Bodily Injury by Disease.] ~~ONE REQUIRED IF LEASED ACCESS USER IS USING COMCAST FACILITIES. OTHERWISE PROVISION MAY BE DELETED.~~

(v) If Lessee shall conduct any program production on Lessor's premises as indicated in Exhibit A, Commercial General Liability Insurance on current standard forms as promulgated by the Insurance Services Office ("ISO") that covers at least Premises and Operations, Products and Completed Operations, Blanket Contractual Liability for both Oral and Written Contracts and Broad Form Property Damage. The limits of liability for such insurance shall be no less than \$1,000,000 per Occurrence for Bodily Injury and Property Damage, all as defined in the ISO form, and no less than \$1,000,000 per Occurrence and \$2,000,000 in the aggregate for Products-Completed Operations, and \$2,000,000 policy General Aggregate.

(vi) Media Perils Liability Insurance (Broadcasters' Liability/Errors and Omissions) to cover Lessee's media activities as described in this Agreement, including but not limited to, production of programming and all programming cablecast under the terms of this Agreement (including but not limited to original programming, marketing activities, sales promotions, and other activities). Such insurance shall cover, at a minimum, the "offenses" of defamation of character or reputation; invasion of privacy; infringement of trademark, title, slogan, trade name or service mark; and infringement of copyright or misappropriation of ideas. The limit of liability for such insurance shall be no less than \$1,000,000 per occurrence and \$2,000,000 aggregate

(b) Both the Commercial General Liability policy, if required, and the Broadcaster's (Media Perils) Liability policy shall be endorsed to provide that (i) with respect to the activities and obligations of Lessee under this Agreement, Lessor shall be included as an Additional Insured, and shall be primary and non-contributory to any insurance or self-insurance available to Lessor; (ii) the insurer waives any rights of subrogation it may have against Lessor, including deductible portions thereof; and (iii) the policy shall provide coverage on an "Occurrence" basis; a "Claims-Made" policy is not acceptable. The maximum self-insured retention under such insurance shall be \$5,000, unless Lessee obtains the prior written consent of Lessor to increase such self-insured retention, which consent may be withheld by Lessor in its sole discretion.

(c) Prior to or contemporaneously with the execution of this Agreement, Lessee shall deliver to Lessor standard ACORD certificates of insurance, as proof of the maintenance of all insurance policies required by this Section. In the event that any coverage required herein should be cancelled or reduced or falls below the available limit requirements of this agreement, Lessee shall promptly notify Lessor, and no programming shall be aired by Lessee on the System until Lessee has provided certificates evidencing replacement insurance as required by this agreement. The certificates shall indicate coverage for the entire

term of this Agreement, or Lessee shall provide (and shall continue to provide) subsequent certificates of insurance so as to confirm to Lessor continuous insurance coverages that satisfy the above requirements, throughout the term of this Agreement.

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If to Lessee:

Attn.: _____

If to Lessor:

Attn.: _____

With a copy to:

Comcast Cable
Cable Legal Department
Re: Leased Access
One Comcast Center, 50th Floor
Philadelphia, PA 19103

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective: (i) on the date of personal delivery, (ii) on the date set forth on the receipt of registered or certified mail or (iii) on the day after mailing by overnight courier.

18. Subscriber Information. Lessee, without Lessor's prior written consent, (i) shall not, as part of the activities governed by this Agreement, obtain, use or disclose information (whether the information is "personally identifiable information" under §631 of the Act or not) to any third party regarding Lessor's or any of its affiliates' cable television or other subscribers; and (ii) shall not use information obtained pursuant to activities governed by this Agreement to engage in any direct

mailing or telephone solicitation, for any purpose, targeted to cable television or other subscribers of Lessor or any of its affiliates.

19. Warranties of Lessee.

(a) Lessee has the right and authority to enter into this Agreement and to perform its obligations hereunder. The person executing this Agreement on behalf of Lessee has been authorized to do so by Lessee. The obligations created by this Agreement, insofar as they purport to be binding on Lessee, constitute legal, valid and binding obligations of Lessee enforceable in accordance with their terms. Lessee is under no contractual or other legal obligation which shall in any way interfere with its full, prompt and complete performance hereunder.

(b) Lessee will comply, and its programming complies and will comply, with all provisions of Lessor's franchises applicable to Lessee and with all present and future federal, state and local laws, rules, regulations, decisions, or administrative decrees (including without limitation those of the FCC).

(c) In accordance with Section 612 of the Act, Lessee is unaffiliated with Lessor or its affiliates.

20. Warranties of Lessor. Lessor represents and warrants that Lessor has the right and authority to enter into this Agreement and to perform its obligations hereunder. The obligations created by this Agreement, insofar as they purport to be binding on Lessor, constitute legal, valid and binding obligations of Lessor enforceable in accordance with their terms. Lessor is under no contractual or other legal obligation which shall in any way interfere with its full, prompt and complete performance hereunder.

21. Miscellaneous.

(a) Governing Law. This Agreement and the rights and obligations of Lessor and Lessee in connection therewith shall be interpreted in accordance with federal law and the law of the state in which the System is located.

(b) Legal Status. It is understood and agreed that: (i) no agency, employment, joint venture or partnership relationship between the parties is created by this Agreement; (ii) the business to be operated by Lessee is separate and apart from any which may be operated by Lessor; (iii) Lessee is not an affiliate of Lessor; and (iv) no representation will be made by either party which would create an apparent agency, independent contractor or partnership relationship. Lessee shall have no power or authority to act for Lessor in any manner to create obligations or debts which would be binding upon Lessor. Lessor shall not be responsible for any act or omission of Lessee, or of Lessee's employees, agents, servants or invitees.

(c) Integration. This writing and the exhibits attached hereto, all of which exhibits are incorporated herein by reference, represent the entire agreement and understanding of the parties with respect to the subject matter hereof; it may not be altered or amended except by an agreement in writing signed by both parties.

(d) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Notwithstanding the foregoing, except as provided in Section 8, Lessee shall not relinquish, sublease, assign, sell or otherwise transfer its rights and obligations under this Agreement to any other person or entity. Lessor may sell, assign or transfer this Agreement to any person or entity without the consent of Lessee.

(e) Severability. If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

(f) Confidentiality. All information regarding Lessor's operations shall be deemed confidential and proprietary. When gained from any source, all such information shall be held by Lessee in the strictest confidence and not revealed to any third party.

(g) No Reliance. Lessee acknowledges that (i) nothing contained in this Agreement or otherwise shall obligate the parties to enter into any further business relationship or agreement, and (ii) Lessee is not relying on Lessor in operating and/or developing Lessee's business.

(h) Force Majeure. In addition to Lessor's other rights of termination hereunder, Lessor's performance hereunder shall be excused by the occurrence of any of the following events or conditions, for the entire periods during which such events or conditions continue: prevention, delay or stoppage due to strikes, lockouts, picketing, boycotts, inability to obtain labor or materials or reasonable substitutes therefor enemy or hostile governmental action, civil commotion, fire, acts of God, flood, earthquake, tornado, hurricane, weather, mechanical or equipment failure, transportation lacks, energy shortages, governmental restrictions, regulations, or controls, or other causes or occurrences beyond Lessor's reasonable ability to control. The occurrence of any event described above shall not cause the term of this Agreement to be extended or obligate Lessor to refund any amount to Lessee.

(i) Paragraph Headings. Paragraph headings are for ease and reference only and are not to be utilized to expand, limit or otherwise modify the terms of this Agreement.

(j) Waiver. The failure of either party to enforce at any time, or for any period of time, any of the provisions hereof with respect to any breach or obligation of the other party shall not be construed as a waiver of such provisions or any other provisions, nor shall such failure otherwise restrict the right of such party to enforce each and every lawful provision of this Agreement.

(k) Condition Precedent. Lessor's obligations hereunder are conditioned upon the timely performance by Lessee of Lessee's obligations hereunder. The rights hereunder shall not extend to any areas now served or later served by broadband distribution systems owned or operated by Lessor or its affiliates, whether connected physically, operationally or otherwise with the System.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Channel Lease Agreement as of the date first above written.

LESSOR:

By: _____

Its: _____

LESSEE:

By: _____

Its: _____

EXHIBIT A

Description of the Service

Method of Delivery of Programming

1. Describe method of delivery of programming, i.e., tape drop off, tape delivery, fiber, satellite:

2. Will Lessee conduct any program production on Lessor's premises? ____ Yes ____ No

If yes, describe nature of production activities:

EXHIBIT B

Lease Schedule

Initial Channel

Communities Served

Distribution Schedule

Note: Reasonable efforts will be made to cablecast Lessee's Programming at the requested time or in a reasonably comparable time period. Notwithstanding the foregoing, channel placement and times of cablecast are subject to change at the discretion of the Lessor.

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EXHIBIT C

Rates, Technical Support, Equipment and Payment

Rate For Use of Channel

Technical Support

Lessee will pay the following charges for the technical support set forth below:

Technical Support Fees

Technical Support to be Provided by Lessor

Earth Station and Other Facilities to be Provided by Lessee

Note: Except for any technical support to be provided by Lessor that is specifically listed above, Lessor shall be required to provide no technical support to Lessee.

EXHIBIT D

Comcast Leased Access Indecency Policy

As authorized by federal law, it is Comcast's general policy to refuse carriage of indecent programming on commercial leased access channels. In certain limited cases, only upon Comcast's prior written consent on a case by case basis, which consent may be withheld by Comcast in its sole discretion, Comcast may make limited exceptions to this policy and allow the carriage on commercial leased access channels of indecent programming that is scrambled, cablecast only during late night hours or otherwise determined by Comcast to be cablecast in a manner that protects its customers from undesired viewing of the indecent programming. In most cases Comcast will require a certification as to all indecent programming that meets the requirements contained in Exhibit D to Comcast's form of Channel Lease Agreement.

Nothing in this Indecency Policy shall constitute an agreement by Comcast to cablecast any indecent programming, no matter how cablecast, and no matter what certifications are made, on any commercial leased access channel. Consequently, unless Comcast already has agreed in writing to cablecast indecent programming in the specific circumstance, *no leased access user may transmit, or submit for transmission, any indecent programming on any full-time or part-time leased access channel on any Comcast cable system.*

Comcast does not intend to routinely pre-screen leased access programming for indecency. Rather, Comcast will rely on the leased access channel user's warranty, made in the Channel Lease Agreement, that the leased access channel user will not transmit, or submit for transmission, any unapproved indecent program material. However, Comcast reserves the right to pre-screen leased access programming from time to time, at its sole discretion. If, in pre-screening leased access programming or through notification from subscribers, officials, community residents or otherwise, Comcast discovers that leased access programming contains unapproved indecent material, Comcast will prohibit or reschedule transmission of that leased access programming or take other appropriate action. Any leased access user who transmits unapproved indecent programming, or submits such programming for transmission over a Comcast cable system, in violation of this policy and/or in breach of the warranties made in the Channel Lease Agreement will subject the Channel Lease Agreement to immediate termination. Comcast also reserves the right to pursue all remedies available to it under the Channel Lease Agreement, at law and in equity.

Indecent material is defined by the Communications Act of 1934, as amended, as "programming that the cable operator reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards." 47 U.S.C. § 532(h). In evaluating whether material is indecent, Comcast will apply a good faith judgment under this standard, and may look to such explanations published by the FCC or other authority that may come to its attention.

EXHIBIT E

Certification of Leased Access Programmer

In connection with the Channel Lease Agreement (the "Agreement") dated _____, 20____ entered into by _____ ("Lessor") and _____ ("Lessee"), Lessee certifies the following:

1. **Indecency and Obscenity.** Lessee acknowledges that it has received from Lessor and understands Lessor's Leased Access Indecency Policy (the "Indecency Policy") and that all programming submitted by Lessee pursuant to the Agreement (the "Programming") complies in all aspects with the Indecency Policy. Lessee certifies that the Programming is in the following category:

☐ Programming is not obscene

☐ Programming is not indecent

☐ Programming is indecent but Lessee has accurately and fully completed all sections of this certification, Lessee has discussed the indecent content of the Programming with Lessor, and Lessor and Lessee have agreed in writing on the specific terms and conditions pursuant to which the Programming will be cablecast on the System.

If Lessor does not certify that the Programming is not obscene, the Service will not be cablecast on the System and the Agreement immediately shall terminate. If Lessee does not certify that the Programming is not indecent, Lessor will assume that the Programming is indecent and will only cablecast the Programming if Lessor and Lessee agree in writing as to the specific terms and conditions pursuant to which the Programming will be cablecast.

2. **Indecent Programming Certifications.** If the Programming is indecent, Lessee certifies the following:

A. The Programming does not contain any live programming or any programming depicting rape, torture, abuse towards women, sexual violence, necrophilia, scenes depicting drug usage, anal penetration, male ejaculation, sadism, sado masochism, bestiality, bondage, incest or programming involving or suggesting sexual activity with, between or among minors. No direct on-air marketing or sale of products or services will advertise, promote, sell or contain any (i) illegal products or services; (ii) products or items which invade the body or (iii) sexual appliances or items used for simulated sexual intercourse.

B. With respect to the Programming, (A) Lessee is in compliance in all respects with the Child Protection Restoration and Penalties Enhancement Act of 1990, including without limitation all record keeping requirements associated with such law and (B) even if Lessee is not a primary producer, Lessee is in possession of, and has reviewed, all records that must be maintained

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by a primary producer and such records cover all individuals viewable in the Programming, even if such individuals clearly are adults. Lessee shall make available to Lessor, upon request, copies of all or any such records.

3. **Type of Programming.** Lessee certifies that all of its programming submitted for cablecasting pursuant to the Agreement is in the following category.

☐ **A La Carte Programming** (Programming for which Subscribers must pay a per channel charge)

☐ **Basic or Tier Programming**

All capitalized terms not defined in this Certification shall have the meanings given to them in the Agreement.

Lessee hereby acknowledges that Lessor is expressly relying upon the foregoing representations and certifications, and acknowledges that it has read the foregoing, understands it and agrees that it is true and correct.

EXHIBIT F

Sublessee Acknowledgment Form

1. _____ ("Lessor") and _____ ("Lessee") are parties to a Channel Lease Agreement dated _____ (the "Agreement") pursuant to which Lessee has the right to use a Channel (as that term is defined in the Agreement) for delivery of the Service.
2. Subject to Lessee's right to use the Channel pursuant to the Agreement, Lessee desires to allow _____ ("Sublessee") to use all or a part of the Channel during the time period(s) and in the manner set forth below:
3. Sublessee acknowledges that it has received a copy of the Agreement and acknowledges that its use of the Channel is subject to all terms and conditions of the Agreement as if it had executed the Agreement as Lessee, including, without limitation, all representations, warranties and indemnifications.
4. Sublessee represents and warrants that it has obtained the insurance required of Lessee by the Agreement and that it has delivered to Lessor an insurance certificate that complies in all respects with the requirements set forth in the Agreement.
5. Sublessee acknowledges that regardless of the lease rate for the Channel set forth in the Agreement, the lease rate for channel time used by Sublessee shall be the maximum channel lease rate allowable under applicable law.
6. Sublessee represents and warrants that none of its programming will be transmitted on the Channel prior to Sublessee's receipt of a copy of this Acknowledgment Form executed on behalf of Lessor.
7. Sublessee represents and warrants that Sublessee has the right and authority to sign this Acknowledgment Form and to perform its obligations under both this Sublessee Acknowledgment Form and the Agreement. The person executing this Sublessee Acknowledgment Form on behalf of Sublessee has been authorized to do so by Sublessee. The obligations created by this Sublessee Acknowledgment Form, insofar as they purport to be binding on Sublessee, constitute legal, valid and binding obligations of Sublessee enforceable in accordance with their terms. Sublessee is under no contractual or other legal obligation which shall in any way interfere with its full, prompt and complete performance under this Sublessee Acknowledgment Form or the Agreement.

8. For purposes of the notice provision in the Agreement, Sublessee's address is:

To the attention of: _____

9. Lessee acknowledges that, vis-a-vis Lessor, Lessee shall be responsible for any violation of this Sublessee Acknowledgement Form.

10. All capitalized terms not defined in this Sublessee Acknowledgment Form shall have the meanings ascribed to them in the Agreement.

SUBLESSEE:

By: _____
Title: _____
Date: _____

LESSEE:

By: _____
Title: _____
Date: _____

AGREED AND ACCEPTED:

LESSOR:

By: _____
Title: _____
Date: _____

EXHIBIT B
CLA APPLICATION

CHANNEL LEASE APPLICATION

(Please Type or Print Responses - Use Additional Pages If Necessary - Information
provided will be used to complete the Channel Lease Agreement)

I. Applicant Information

A. Legal name of applicant:

B. If applicable, name and address of person other than applicant who is
completing this application on behalf of applicant:

C. Any additional names under which applicant is doing business:

D. Address of applicant:

E. Name and telephone number of contact person:

F. Legal status of applicant (e.g., corporation, limited liability company,
partnership, sole proprietorship):

- G. If applicant is a corporation or limited liability company, state of incorporation or formation:

- H. If applicant is a partnership identify all partners. If applicant is a limited liability company or corporation, identify all shareholders which own, legally or beneficially, 10 percent or more of the company's voting shares:

II. Nature of Proposed Service

- A. Describe in detail the video programming proposed to be distributed on the leased channel:

- B. If the programming will contain advertising or otherwise promote the sale of goods or services, please describe:

C. If the programming will not be produced by applicant, who will produce it?

D. Will the programming contain obscenity, nudity or indecency? For purposes of this question, indecency shall mean programming that a reasonable person could believe describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards.

Yes ____ No ____

If yes, please explain and describe:

E. Identify the dates and times for which access is sought:

F. For what term does applicant wish the contract to run? (note: not longer than one year)

G. Does applicant presently intend to sublease or resell any of the channel time?

Yes: ____ No: ____

If yes, explain and list proposed
sublessees: _____

III. Technical Matters

- A. Describe in detail how applicant proposes to provide its programming to the cable system, including the details of any proposed physical connection to the cable system (include make and model number of all equipment to be used):

- B. Does applicant request any specific cable system capability (e.g., commercial insertions, subscriber addressability, etc.)? If so, describe in detail:

- C. Does applicant desire that its programming be included in a tier received by more than 50 percent of the cable company's subscribers?

Yes ____ No ____

If no, please explain: _____

- D. If applicant's service will be subscription-based, will there be a direct charge to applicant's subscribers? If so, describe the manner in which such subscriber charge will be implemented:

- E. Describe the manner in which the proposed service will be marketed to cable system subscribers:

F. Does applicant request any technical assistance other than as set forth above?
If so, describe:

Channel Lease Application Submitted By:

Name of Applicant

By: _____

Title: _____

Date: _____

EXHIBIT C
COMCAST'S INDECENCY POLICY

Comcast Leased Access Indecency Policy

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